

RESOLUTION NO. 12-34

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO RENEW AN INTERLOCAL AGREEMENT WITH THE HIALEAH HOUSING AUTHORITY FOR ONE YEAR, COMMENCING ON MARCH 1, 2012 THROUGH FEBRUARY 28, 2013, TO REPAIR MOTOR VEHICLES FOR THE HIALEAH HOUSING AUTHORITY AT AN HOURLY RATE OF \$45.00 AND TO ALLOW HIALEAH HOUSING AUTHORITY EMPLOYEES TO FUEL HHA-OWNED MOTOR VEHICLES AT FIRE STATION NO. 7 AND/OR THE MAIN CITY PUMPS AT THE SAME RATE CHARGEABLE TO THE CITY OF HIALEAH, WITH AN OPTION TO RENEW FOR ONE YEAR.

WHEREAS, pursuant to Hialeah, Fla., Resolution 03-12 (Jan. 28, 2003), Hialeah, Fla., Resolution 05-11 (Feb. 14, 2005), Hialeah, Fla., Resolution 06-09 (Jan. 24, 2006), Hialeah, Fla., Resolution 07-58 (May 22, 2007), and Hialeah, Fla., Resolution 10-31 (Mar. 23, 2010) the City of Hialeah entered into one-year agreements with the Hialeah Housing Authority to repair vehicles owned by the Authority and to allow employees to fuel vehicles at City rates;

WHEREAS, the City of Hialeah finds that it is in the best interest of the City and its residents to enter into an interlocal agreement pursuant to section 163.01, Florida Statutes, that allows public agencies to make the most efficient use of their powers to enable them to cooperate with other localities on the basis of mutual advantage; and

WHEREAS, the City of Hialeah will receive additional revenue by performing repairs at its fleet facility of approximately 59 motor vehicles owned and operating by the Hialeah Housing Authority in conjunction with its general operation, and at the same time, provide a greatly needed and cost-effective service to the Hialeah Housing Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2: The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into an interlocal agreement with the Hialeah Housing Authority for one year to repair motor vehicles belonging to the Hialeah Housing Authority at an hourly rate of \$45.00 through February 28, 2013 and to allow employees of the Hialeah Housing Authority to fuel HHA-owned motor vehicles at Fire Station No. 7 and/or the Main City Pumps at the same rate chargeable to the City of Hialeah, with an option to renew for one year.

PASSED AND ADOPTED this 13th day of March, 2012.



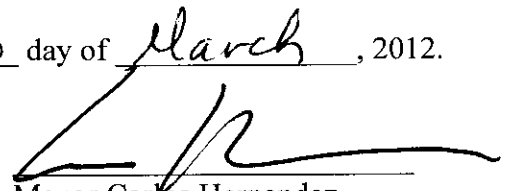
Isis Garcia Martinez
Council President

Attest:



David Concepcion
City Clerk

Approved on this 13 day of March, 2012.



Mayor Carlos Hernandez

Approved as to form and legal sufficiency:



William M. Grodnick
City Attorney

**INTERLOCAL AGREEMENT BETWEEN CITY OF HIALEAH
AND THE HIALEAH HOUSING AUTHORITY**

This Interlocal Agreement ("agreement") entered into this ____ day of _____ 2012, by and between the City of Hialeah, Florida, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida, located at 501 Palm Avenue, Hialeah, Florida 33010 and the Hialeah Housing Authority, a public housing authority, located at 75 East 6 Street, Hialeah, Florida 33010.

RECITALS

WHEREAS, the City of Hialeah, Florida and the Hialeah Housing Authority agree to enter into an interlocal agreement pursuant to section 163.01, Florida Statutes, that allows public agencies to make the most efficient use of their powers to enable them to cooperate with other public agencies on the basis of mutual advantage; and

WHEREAS, pursuant to Hialeah, Florida, Resolution 2012-_____, the City of Hialeah has authorized and approved the execution of this Agreement; and

WHEREAS, the Hialeah Housing Authority has authorized and approved the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

1. TERM

The term of this agreement is one year, commencing on March 1, 2012 and ending on February 28, 2013. This agreement will be in effect during the term indicated above. All activities as described in Article II shall be undertaken, performed and completed within the term provided herein. The parties may agree to a successive one-year renewal of the agreement.

2. RESPONSIBILITIES

The City of Hialeah will prepare repair service at its Fleet Maintenance Facility located at 900 East 56 Street, Hialeah, Florida for approximately 59 motor vehicles owned and operated by the Hialeah Housing Authority under the following terms and conditions:

A. Vehicle repairs.

1. The Hialeah Housing Authority or a towing company under the direction of the Hialeah Housing Authority shall transport and deliver the vehicle for repair to the Hialeah Fleet Maintenance Facility.
2. The Hialeah Housing Authority shall provide a written request for repairs, including a description of the nature and extent of any damage to the vehicle.
3. The City of Hialeah shall inspect the vehicle at the point of delivery to confirm damages.
4. The City of Hialeah shall perform necessary repairs or replacement of parts within a reasonable period with the understanding by all parties that repairs to City of Hialeah emergency vehicles or equipment takes precedence over repairs pursuant to this agreement.

B. Fuel Allocation.

1. The City of Hialeah shall provide access to fuel pumps located at the Main Fire Station, Fire Station Number 7, and/or the Main City Pumps to designated Hialeah Housing Authority employees to obtain gasoline for vehicles. The City of Hialeah shall provide gasoline cards, which must be presented in order to obtain fuel at the designated site.

3. COMPENSATION AND PAYMENT TERMS

The labor for motor vehicle repairs shall be charged at \$45.00 an hour. Parts shall be charged at the cost to the City of Hialeah. The City of Hialeah shall submit a written invoice for payment for labor and parts on a monthly basis for services performed during the previous calendar month. The Hialeah Housing Authority shall make payment no later than 30 days after the date of the invoice.

Gasoline shall be charged at the same rate that the City of Hialeah utilizes in connection with its operation. The City of Hialeah shall submit a written invoice of gasoline usage to the Hialeah Housing Authority for payment of gasoline used on a monthly basis for each month of use. A computer printout generated from the Phoenix Card system shall be considered the invoice. The Hialeah Housing Authority shall fully cooperate with the City of Hialeah in providing information of employees and vehicle for billing purposes. The Hialeah Housing Authority shall make payment no later than 30 days after the date of the invoice.

4. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The parties shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments.

5. NOTICES

All notices or other communications which shall or may be given pursuant to this agreement shall be in writing and shall be delivered by personal service, or by U. S. mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY OF HIALEAH

Carlos Berriz, Director
Fleet Maintenance Department
900 East 56 Street
Hialeah, Florida 33013
Telephone: (305) 769-7729
FAX: (305) 953-2009

HIALEAH HOUSING AUTHORITY

Jose Martinez, Interim Executive Director
75 East 6th Street
Hialeah, FL 33010
Telephone: (305) 888-9744
FAX: (305) 887-8738

6. NONDELEGABLE AND NONASSIGNABLE

The duties and obligations undertaken by the parties herein pursuant to this agreement shall not be delegated or assigned to any person or firm, unless both parties shall first consent in writing to the performance or assignment of such service or any part thereof by another person or firm. Under no circumstances shall either party assign, transfer, convey or otherwise hypothecated any interest, rights, duties or obligations hereunder or any part thereof.

7. CONSTRUCTION OF AGREEMENT

This agreement shall be construed and enforced according to the laws of the State of Florida. Venue for any litigation, which may arise in connection with this Agreement, shall be in Miami-Dade County, Florida. The parties agree to be subject to the jurisdiction (subject matter and in personam) of the courts in Miami-Dade County, Florida and amenable to process.

8. SUCCESSORS AND ASSIGNS

This agreement shall be binding upon the parties herein, their heirs, executors, legal representatives, successors and assigns.

9. INDEMNIFICATION

The Hialeah Housing Authority shall indemnify and save the City of Hialeah, its officials, employees, agents, representatives and attorneys, from and against any and all claims, liabilities, losses and causes of action that arise out of or in connection with all activities, responsibilities and obligations under this agreement, including all other acts or omissions to act, whether caused by the NEGLIGENCE or CARELESSNESS, on the part of the City of Hialeah or any person acting for or on its behalf, and from and against any orders, judgments, or decrees which may be entered and from and against all costs, attorney's fees, expenses incurred at the trial, appellate or administrative level or proceedings and liabilities incurred in the defense of any such claims or in the investigation thereof, subject to the limitations set forth in section 768.28, Florida Statutes.

10. TERMINATION

Each party retains the right to terminate this agreement, with or without cause, at any time, upon giving 7 days written notice of the termination. The Hialeah Housing Authority shall pay the City of Hialeah for those services performed or goods received before the date of termination.

11. NONDISCRIMINATION

The parties agree that it shall not discriminate as to race, color, creed, national origin, religion, age or disability in connection with its performance hereunder.

12. FORCE MAJEURE

Neither party shall be liable for failure or delay in performing obligations set forth in this agreement, and neither party shall be deemed in breach of its obligations, if such failure or delay is due to hurricane, flooding, tornado or other adverse weather events, disasters caused by human neglect or intervention, war, strike, lock-out, or other industrial or transportation disturbances, law, regulation or ordinance, or any causes reasonable beyond the control of such party.

13. ENTIRE AGREEMENT

This agreement and its attachments and exhibits, if any, constitute the sole and only agreement of the parties and accurately set forth the rights, duties, and obligations of each

to the other. Any prior agreements, promises, negotiations, or representations not expressly set forth in this agreement is of no force and effect.

14. AMENDMENT

No amendments to this agreement shall be binding on either party unless in writing and signed by both parties.

15. MISCELLANEOUS

- A. Captions, title and paragraph headings are for convenient reference and are not a part of this agreement. Such captions, title or paragraph headings shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions contained in this agreement.
- B. The terms "City of Hialeah" and "Hialeah Housing Authority" as herein contained shall include the singular and/or the plural, the masculine, the feminine and/or the neuter wherever and whenever the context so requires or admits.
- C. No waiver or breach of any provision of this agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- D. Should any provisions, paragraph, sentence, word or phrase contained in this agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Hialeah, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this agreement shall remain unmodified and in full force and effect.
- E. Each party represents that this agreement has been duly authorized, executed and delivered by the governing body of their respective agency and that each agency has the required power and authority to perform this agreement.
- F. Further Assurances. All parties hereto upon the request of any other party shall execute such further instruments or documents as may be reasonably required by the requesting party to implement the terms, conditions and provisions of this agreement.

IN WITNESS WHEREOF, the parties hereto have cause this instrument to be executed by the respective officials thereunto duly authorized, this the day and year first above written.

City of Hialeah, Florida
501 Palm Avenue
Hialeah, Florida 33010-0040

Attest:

Authorized signature on behalf of
City of Hialeah

David Concepcion
City Clerk

Mayor Carlos Hernandez Date

(SEAL)

Approved as to legal sufficiency and form:

William M. Grodnick
City Attorney

Hialeah Housing Authority
75 East 6th Street
Hialeah, FL 33010

Attest:

Authorized signature on behalf of
The Hialeah Housing Authority

Maida Gutierrez Date
Chairman of the Board

Jose F. Martinez Date
Interim Executive Director